

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Request for Proposal**Solicitation Number: **RM3012**Due Date: **08/06/02 at 3:00 P.M.**

Date Sent: July 12, 2002

**Agency Contract**Goods and services to be purchased: **CONTRACT FOR CLINICAL LABORATORY SERVICES****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes____ No____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

**Solicitation Number: RM3012**

**Due Date: 08/06/02**

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**Vendor Name:**

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**CONTRACT FOR CLINICAL LABORATORY SERVICES PER ATTACHED RFP.**

**QUESTIONS ON SPECIFICATIONS CALL SHAUN DELLISKAVE AT (801) 284-0250.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL ROSELLE MILLER AT (801) 538-3232.

RX: 200 39201100001

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-

21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.state.ut.us](http://www.purchasing.state.ut.us).

**REQUEST FOR PROPOSAL  
CLINICAL LABORATORY SERVICES  
DEPARTMENT OF HUMAN SERVICES/DIVISION OF YOUTH CORRECTIONS  
SOLICITATION # RM 3012**

**PURPOSE:**

This is a request for proposal by the Department of Human Services/Division of Youth Corrections (DHS/DYC), to obtain a cost-efficient, quality driven contract for **CLINICAL LABORATORY SERVICES** which will provide a full range of laboratory tests and services ordered by medical personnel at locations specified in this request for proposal. Each facility requesting services is to be billed individually.

**AREAS TO BE SERVICED:**

- a. Decker Lake Youth Center: 2310 West 2770 South, West Valley City, Utah 84119.
- b. Genesis Youth Center: 14178 South Pony Express Road, Draper, Utah 84020.
- c. Wasatch Youth Center: 3534 South 700 West, Salt Lake City, Utah 84119.
- d. Salt Lake Observation & Assessment: 61 West 3900 South Salt Lake City, Utah 84107

**CONTRACT PERIOD:** Two (2) years renewable at the discretion of the DHS/DYC Correctional Facilities for up to two additional years.

**SPECIFICATIONS:** The specifications itemized below are minimum requirements and must be met in every respect unless otherwise specifically stipulated to in writing by the STATE OF UTAH, Department of Human Services, Division of Youth Corrections, Office of Correctional Facilities, hereinafter referred to as the Division. Failure to comply fully to all of the specifications may be basis for the automatic rejection and disqualification of the entire proposal.

1. **Statement of Service Goals:** The Offeror will provide economical, convenient and timely medical laboratory services and provide daily pickup of specimens for residents in custody at the facilities listed in this RFP.
2. **Clientele to be Served:** Youth in the custody of DHS/DYC living as residents in facilities ranging from 10 to 80 beds. These facilities constitute secure care, detention, and residential work programs.
3. **Description of Services :**

The Offeror shall provide daily pickup on weekdays. STAT when necessary. If Offeror

fails to collect on a scheduled pick-up, without pre-approval of the DHS/DYC facility director or medical staff, then the Offeror shall offer a discounted rate of the agreed upon fee for lab result.

DHS/DYC medical staff shall perform all procedures that are legally permissible to collect specimens at medical clinic. Offeror shall work with facility staff to make arrangements to collect specimens that may require special accommodations.

The Offeror shall provide a 24-hour turn around time for results of routine tests. Offeror will provide timely results for those tests requiring longer duration, ie: pap smears. Offeror can negotiate and propose adjustments to reporting results as necessary.

Offeror shall provide results delivered by courier or faxed to the facility. If test is “abnormal” or STAT values, Offeror shall call facility clinic.

The Offeror shall provide all laboratory supplies, including but not limited too: culture medium, pap smear kits, vacutainers and needles, tourniquets, specimen containers, hemocult and urine stix (10 channel).

Offeror shall provide instructions and training for specimen collections and handling.

Offeror shall provide description of laboratory tests and reference ranging, including values for adolescence when possible.

Offeror shall bill each facility individually on a monthly basis, and provide a billing summary to the program office.

The Offeror agrees to follow DHS/DYC environmental quality program. The Offeror agrees that in the performance of the work under this contract the following will occur:

- (a) Offeror will fully comply with all local laws, ordinances, and regulations regarding transporting, diagnosis, and reporting lab specimens.
- (b) Offeror will properly dispose of medical waste and specimens in accordance with all with all local laws, ordinances, and regulations.

#### 4. **Facilities and Equipment:**

The Offeror shall furnish all laboratory equipment, including centrifuge.

Specimen containers shall be in place at all times.

The security, control, and limitation of staff and resident movement in, to and from the medical clinic area is the responsibility of the DHS/DYC facility staff.

The Offeror will maintain all equipment in good operating condition.

5. **Personnel:**

The Offeror shall require employees to comply with all State, Department, and Division policy and building regulations while on DHS/DYC facilities and premises.

The Offeror shall employ only competent and satisfactory personnel who hold all necessary licenses for completion of above described tasks, who will be involved DHS/DYC facility lab services.

The Offeror shall not involve any personnel that would pose a security risk or threat to operations at DHS/DYC facility.

6. **Licensing:** The Offeror must meet all the requirements necessary to conduct clinical laboratory services in the State of Utah, including accreditation and compliance with OSHA regulations.

**PROPOSAL CONTENT** - All offers must clearly define:

- a. Operational procedures for specimen collection.
- b. Quality and inventory control methods and standards.
- c. Procedures for providing safe and timely lab results.
- d. Procedures for billing.
- e. Protection of residents confidentiality.
- f. Any additional equipment necessary for efficient specimen collection and result reporting.
- g. Operational procedures for handling specimen collection services should STAT on-site pick-up points be rendered non-collectable through inclement weather, etc.
- h. QA and QC reporting if requested. Availability of reports. Reports kept on file. Monthly summary of Pap Smear reports by facility and provider.
- i. Collaborate in development of cost effective test panels.

- j. Policies and Procedures - the proposal shall indicate the method the vendor will follow in establishing and revising laboratory service policy and procedures.

**Cost :**

- a. Stat charges
- b. All offers must clearly define established fee schedule, either direct quote or percentage discount for the most frequently ordered tests listed below: (If quoting a percentage discount, you must include a current price list.)

Pap smears, also physicians read pap  
Group A strep/throat culture  
CBC with diff. & plts\*  
Chem 30; Comprehensive metabolic panel\*  
Lithium level\*  
Thyroid screen, (also free Th, Free T3, TSH)\*  
Cardiac risk profile (Total Chol, LDL, HDL, TCG)  
ANA titer  
Hepatic function panel\*  
Ova and parasites  
Giardia antigen EIA  
Herpes culture and/or PCR  
Valproic acid level\*  
Glucose, random and fasting\*  
Carbamazepine level\*  
Hepatitis screening panel (A,B&C)\*  
Prolactin level  
Microscopic UA  
Urine culture and sensitivity  
Electrolyte Panel (Chem 7)\*  
General Wound Culture  
Gonorrhea and Chlamydia testing (Amplified or equivalent)  
Mono Screen \*  
Serum HCG (Qualitative & Quantitative)\*

(\* results to be reported with 24 hours)

**Other:**

- a. Laboratory tests and services may be requested as necessary. The cost of all extra tests and services shall be negotiated between the parties, unless stipulated in the proposal
- b. Any exceptions by the Offeror should be clearly indicated in the proposal.

**EVALUATION CRITERIA:**

- 1) **Experience (10 Points):** Offerors demonstrated experience and expertise in clinical laboratory services. Experience shall include any current service of similar size and volume.
- 2) **Price Per Test (60 Points).** Offeror shall indicate cost on aforementioned mention list of frequently ordered tests.
- 3) **Operational Requirements (20 Points):** Demonstrated ability to comply with Request for Proposal requirements. Specimen collection that is punctual and orderly. Able to provide a high level of clinical lab services that reflects high professional standards.
- 4) **Timeliness (10Points):** Ability to provide specimen collection and lab results on specified time frame and dates.



## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)